

## MARRIAGE AND PROPERTY CONTRACT

THIS AGREEMENT made effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**[WIFE]**  
of the City of [City], in the Province of Alberta  
("[Wife]")

**OF THE FIRST PART**

**AND:**

**[HUSBAND]**  
of the City of [City], in the Province of Alberta  
("[Husband]")

**OF THE SECOND PART**

**RECITALS:**

- A. [Wife] and [Husband] were married at [place of marriage], on [date].
- B. There is/are [no.] [child/children] of the marriage, namely:
  - (a) [name], born on [date];
- C. [Wife] and [Husband] separated on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
- D. It is the intention of the parties by this Agreement to make a full, complete, and effective settlement of all their property, and that Part I of the *Matrimonial Property Act* shall NOT apply to the marriage, and that this Contract shall be the sole determinant of the division of the property now owned, used, or enjoyed by either or both of them and the property that they shall hereafter acquire and own, use or enjoy in the future, either separately or together. The court does not have the power to change the division of matrimonial property in this Contract.
- E. Each party is sufficiently advised and informed by the other party of the assets, debts, income, expenses, property, estate and prospects (collectively the "Business Affairs") of the other party, and each party has been fully advised and informed by their respective lawyers of his or her respective rights and liabilities against and to the other and to and in the Business Affairs of the other.
- F. This Contract is intended by the parties to be a final settlement of all issues of custody, access and support, however the parties acknowledge that the court has the power to deal with the issues of custody, access and child support clauses in this Contract.
- G. Each party has each retained their own lawyer, and has received independent legal advice concerning all of the terms of this Contract.
- H. Each party has been fully advised by his/her lawyer of his/her legal rights under:
  - (i) the *Divorce Act*, 1985, R.S.C. 1985, (2nd Supp.), c.3, S.C. 1986, c.4 and amendments; and
  - (ii) the *Matrimonial Property Act*, R.S.A. 1980, c.M-9 and amendments.
- I. The parties have acknowledged that neither is under any duress or undue influence and that they are voluntarily entering into this Contract with the benefit of independent legal advice.

- J. It is the intention of [Wife] and [Husband] that this Agreement shall be the sole determinant of the division of any property gifted to or inherited by either or both of them.
- K. This document is the Marriage and Property Contract of the parties and shall herein be called the "Contract".

**NOW THEREFORE IN CONSIDERATION** of the love and affection that exists between the parties, and in consideration of these presents and the mutual promises contained herein, all of which the parties acknowledge constitutes good , valuable, and sufficient consideration to make this Agreement binding upon them, [Wife] and [Husband] agree as follows:

**1.0 DEFINITIONS**

1.1 In this Agreement, the following words or groups of words have or include the meanings shown corresponding thereto as follows: